



487 Darcy Mountain Rd B348 | Princeton | BC | VOX 1W0
www.wildheartsthoroughbredadoption.com | 250.293.6193
Registered Charity # 70547 9806 RR0001

Wild Hearts Thoroughbred Adoption Society Adoption Contract (page 1 of 4)

This contract is made and entered into this _____ day of _____ in the year of _____, by and between _____ (referred to below as “Adopter”) and Wild Hearts Thoroughbred Adoption Society (referred to below as “Wild Hearts”), WHEREAS, Wild Hearts owns a horse described as follows: Jockey Club registration number _____ and / or JC name _____. WHEREAS, Adopter wishes to adopt the above-described horse upon the conditions set forth below.

It is agreed upon by the parties above to enter into this binding contract, as follows, and under the agreed upon terms and conditions set forth:

1. Wild Hearts agrees to sell and Adopter agrees to buy the horse for the sum of \$ _____. This amount is nonrefundable. _____(Adopters initials)
2. Adopter agrees to keep the horse for a period of ONE year from the date of this agreement. If during that one-year period, Adopter for whatever reason can no longer care for the horse or desires to transfer ownership, Adopter agrees to notify Wild Hearts in writing and agrees to give up all rights to the horse and transfer ownership back to Wild Hearts and to pay to Wild Hearts a return fee of \$300.00. _____(Adopters initials)
3. In the event of the Adopter’s death during that one-year period, named horse must be released only to Wild Hearts. Horse may never be raced. Horse may not be sold, given away, assigned, disposed of, or any interest transferred within that one-year period for any reason without Wild Heart’s approval. _____(Adopters initials)
4. Adopted horse(s) must never be raced and mares must not ever be bred. These clauses are lifelong clauses which adopter agrees to contractually obligate any future owner to as well. Failure to do so will result in a \$1,000 fine payable by original adopter to Wild Hearts.
5. If adopter wishes to sell horse AFTER the one year period, adopter understands and agrees that it is their responsibility to not only notify Wild Hearts in writing and provide contact information for the new owner, but it is also the adopters sole responsibility to ensure the terms set forth by Wild Hearts in this contract carry forward to any future owner. This includes NO BREEDING, NO RACING, NO “free/cheap to companion home”, NO LIVING ALONE, the MINIMUM STANDARD CARE set forth in this contract, and Wild Hearts ability to check up on and regain rights to any horse we deem at risk. _____(Adopters initials)
6. It is the adopters responsibility to contractually secure these agreed upon clauses in any future sale of adoptive horse. Failure to either notify Wild Hearts, or prohibit or interfere with Wild Hearts ability to keep a radar on the horse (including by way of selling without a contract and/or without carrying forward the no breeding and ability of Wild Hearts to regain right to any horse falling below our standards set forth), will result in an agreed upon fine payable by the original adopter of \$1,000 to Wild Hearts, which will go towards the mission and continued work of Wild Hearts. _____(Adopters initials)



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7. Under no circumstances may an adoptive horse live alone, or in living arrangements that don't provide a "friend, freedom, and forage". Horse must not be stalled more than he/she "lives out", and pasture/paddock must be large enough for the horse to pick up a canter. Tiny living quarters will increase the incidence of behavioural issues and vice development/performance. _____(Adopters initials)
8. Adopter agrees to provide the horse with proper care and ongoing maintenance, including proper food, fresh water, year-round shelter, veterinary, dental and hoof care, as long as the horse is in the Adopter's possession. At any point Wild Hearts can inquire and must be provided with documentation satisfactory to Wild Hearts. _____(Adopters initials)
9. The Adopter agrees to supply Wild Hearts with the name, address and telephone number of the adopted horse's veterinarian. The Adopter agrees in advance that Wild Hearts has the right to obtain copies of all veterinary records directly from any veterinarian treating the horse and that execution of this contract shall serve as a release to the applicable veterinarian, authorizing the delivery to Wild Hearts of all veterinary records as they occur. _____(Adopters initials)
10. Should a life-threatening situation arise, the horse may only be humanely euthanized by a registered veterinarian. Wild Hearts must be notified within 24 hours if the following situations arise:
a) Death of the horse: Verbal notification by Adopter, followed by a report forwarded to Wild Hearts from the attending veterinarian indicating the apparent cause of death. b) Serious illness or injury to the horse: Verbal notification by Adopter, a follow-up report forwarded to Wild Hearts from the attending veterinarian indicating the condition of the horse at the time of treatment and the proposed rehabilitation program.
_____(Adopters initials)
11. By signing this form the Adopter also agrees to comply with the following requirements:

MINIMUM REQUIRED CARE: Proper feeding to maintain a fleshy appearance, that being ribs that may be felt but with fat filling the spaces between them and noticeable fat along the withers and next to and behind the shoulders; free access to clean water at all times; safe and functional shelter and spacious turnout with dry footing during the rainy season and with adequate and safe fencing; regular exercise program; deworming spring and fall; farrier care every 4 to 8 weeks; and yearly teeth floating and vet recommended inoculations. _____(Adopters initials)
12. If requested by Wild Hearts, Adopter agrees to forward a qualified veterinarian's full evaluation of the horse's condition to Wild Hearts six months from date of agreement. _____(Adopters initials)



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13. Adopter agrees to permit representatives of Wild Hearts to visit the horse at the stabling property at any time. If Wild Hearts, in its sole discretion, determines the horse is not receiving adequate care or is being treated inhumanely or deems the situation is undesirable for the well-being of the horse, Wild Hearts has the right to confiscate the animal and it will become the property of Wild Hearts.

_____(Adopters initials)

14. Adopter agrees to be responsible for all expenses, including but not limited to veterinary costs incurred after the adoption agreement is signed. Wild Hearts will make a good faith disclosure of the health information of the horse that it has available at time of adoption. _____(Adopters initials)

15. Adopter agrees to never sell the horse to a slaughterhouse at any time or to knowingly sell the horse to a dealer in slaughtered horses. To ensure that event never occurs, Adopter agrees to pay liquidated damages in the amount of \$5,000.00 to Wild Hearts in the event Adopter sells, gives the horse to a slaughterhouse or knowingly transfers the horse to a dealer in slaughtered horses. _____(Adopters initials)

16. Adopter releases Wild Hearts, its directors, employees, volunteers, agents and horse owners from any and all liability of any nature and kind whatsoever for any and all damages, loss or injury to both person or property, whether such is caused directly or indirectly by any horse in the care and control of Wild Hearts, an Adopter, or any other person or persons who may have temporary custody or control of any such horse. This release shall be fully effective, even in the event of negligence or gross negligence of Wild Hearts, its directors, agents, employees or volunteers being the causative factor, directly or indirectly, or such loss or damage. In addition, horses placed by Wild Hearts include no guarantee to general condition, temperament or soundness. _____(Adopters initials)

17. The Adopter agrees that he or she has been provided the opportunity to inspect the horse, ride the horse and been given the recommendation to conduct their own PPE by a veterinarian of their choosing for the purpose of examining the horse prior to acquisition of the horse by this agreement. _____(Adopters initials)

18. If Adopter fails to comply with any of the conditions or regulations in agreement, Wild Hearts reserves the right to regain possession of the named horse. _____(Adopters initials)

19. Adopter understands that under no circumstances may an adopted horse be transferred as "free", loaned out or moved as a companion horse without written authorization of Wild Hearts, either by the adopter, or by subsequent owners. This is the adopters obligation to contractually ensure this term for the horse and should it be found that horse has been transferred without Wild Hearts authorization, a fine will be payable by original adopter in the amount of \$1,000.

_____(Adopters initials)



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This agreement shall be governed by the laws of the Province of British Columbia and the parties hereto agree and personally submit to the jurisdiction of the courts of the Province of British Columbia should any dispute arise hereunder. The parties understand and agree that in event action is required on the part of Wild Hearts to recover any horse that is the subject of the agreement or take any action to enforce this agreement, the Adopter shall be responsible for reasonable costs incurred by Wild Hearts, including but not limited to legal fees, costs of suit, veterinary services, rehabilitation, transportation, office and administrative costs, and such other costs as may be reasonably required.

I HAVE READ AND INITIALED ALL PAGES AND ACCEPT THE TERMS, CONDITIONS AND ABOVE-STATED REGULATIONS, CLAUSES, AND RESPONSIBILITIES THAT PERTAIN TO MY ADOPTION OF THE FOLLOWING HORSE:

HORSE'S JC NAME: _____

Y.O.B. _____ SEX _____ REGISTRATION NO. _____

ADOPTER'S SIGNATURE _____

DATE _____

ADOPTER'S ADDRESS _____ TELEPHONE _____

WITNESS SIGNATURE _____

DATE _____

FOR Wild Hearts _____, DIRECTOR

DATE _____